

# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 713, Los Angeles, California 90012 (213) 974-1101 http://ceo.lacounty.gov

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors GLORIA MOLINA First District

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DON KNABE Fourth District

MICHAEL D. ANTONOVICH Fifth District

June 04, 2013

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

**Dear Supervisors:** 

# **ADOPTED**

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

19 June 4. 2013

SACHI A. HAMAI EXECUTIVE OFFICER

# RENEWAL OF EXISTING GENERAL SERVICES AGREEMENTS FIRST, SECOND, FOURTH, FIFTH DISTRICTS (3 VOTES)

#### SUBJECT

Renewal of General Services Agreements with ten cities. The General Services Agreement authorizes the County to provide immediate essential services requested by participating cities and public entities. The County is able to facilitate the efficient delivery of municipal services through economies of scale that ensure the public would receive a seamless delivery of municipal services by the combined efforts of cities and the County.

## IT IS RECOMMENDED THAT THE BOARD:

- 1. Approve the renewal of General Service Agreements (GSAs) for a five-year period commencing July 1, 2013 to June 30, 2018, with the Cities of Carson, Claremont, Gardena, Huntington Park, Irwindale, Lakewood, Palmdale, Rancho Palos Verdes, Rolling Hills Estates, and Santa Clarita (collectively cities).
- 2. Authorize the Chairman to sign the GSA with the cities upon presentation.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

We are recommending renewal of the existing GSAs with the Cities of Carson, Claremont, Gardena, Huntington Park, Irwindale, Lakewood, Palmdale, Rancho Palos Verdes, Rolling Hills Estates, and Santa Clarita.

The existing GSAs with these cities are scheduled to expire on June 30, 2013, and the

The Honorable Board of Supervisors 6/4/2013 Page 2

recommended period for renewal is five years commencing July 1, 2013 to June 30, 2018. GSAs for the renewal period have been sent to all cities for their approval and are being returned to this office as city councils take action on them. All agreements will be executed and returned to cities prior to the expiration of current agreements.

# **Implementation of Strategic Plan Goals**

Renewal of these GSAs will promote the County's Strategic Plan Goal 1, Operational Effectiveness, by facilitating the public's access to quality County services and contributing to the efficiency and effectiveness of public service delivery systems through economies of scale.

#### FISCAL IMPACT/FINANCING

The costs for services provided under the GSA are paid by the cities with no additional cost to the County. The GSA specifies the method by which these cities request and pay for a service and provide for the annual adjustment of rates by the Auditor-Controller.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The General Services Agreement authorizes the County to provide miscellaneous services requested and paid for by Cities and special districts, at no additional County cost, and is authorized by Government Code Sections 51300 and 53060 et seq., and County Charter Section 56 1/2. The services to be provided are requested by these entities and agreed upon by the County department providing the service. The actual services provided under the GSA generally consist of miscellaneous services, which are requested from the County on an as-needed basis. These services may include predatory animal control, prosecution of city ordinances, direct assessment collection, and a variety of public works activities. A listing of potential services provided under the GSA is contained in Attachment I. County departments providing ongoing and specific services of a varied and/or complex nature, such as law enforcement, public health code enforcement, and animal care and control utilize Specific Services Agreements which are handled directly by the individual service departments and contain the scope and details of the services to be provided.

All city service agreements, including the GSA, incorporate by reference, separate joint indemnity agreements which provide for the Contract Cities Trust Fund to cover County liability for performance of these services. Additionally, the GSA includes provisions indicating that the County has the right to terminate the GSA for convenience.

Attachment II contains a copy of the General Services Agreement, which has been approved as to form by County Counsel, and is similar to those currently executed with other cities and entities.

# **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The provision of these services to cities and other entities under the GSA does not affect the provision of other County services.

#### CONCLUSION

Please return one adopted copy of this Board Letter to the Chief Executive Office, Intergovernmental and External Affairs section.

The Honorable Board of Supervisors 6/4/2013 Page 3

Respectfully submitted,

WILLIAM T FUJIOKA

Chief Executive Officer

WTF:RA:MR PC:er

**Enclosures** 

c: Executive Office, Board of Supervisors County Counsel Auditor-Controller

# SERVICES FREQUENTLY PROVIDED UNDER THE GENERAL SERVICES AGREEMENT

The following is a sample listing of services to be provided to cities and special districts by the County and the General Services Agreement.

Department	Service
Agricultural Commissioner/Weights	Vertebrate Pest Control
and Measures	Weed Abatement
Auditor-Controller	Direct Assessment Collections
District Attorney	Prosecution of Local Ordinances
Internal Services	Communication Services
Public Works	Street Maintenance
	Traffic Signal Maintenance
	Storm Drain Maintenance
	Street Construction
	Street Lighting Maintenance
	Striping, Signing and Marking Maintenance
	Engineering Support Intersection Lighting Maintenance
	Mapping and Property Management
Regional Planning	Planning Advisory Services
Treasurer and Tax Collector	Collection of Business License Fees

# GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2013, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Carson, hereinafter referred to as the "City."

#### RECITALS:

- (a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.
- (b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.
- (c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

# THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- The County agrees, through its officers and employees, to perform those
   City functions, which are hereinafter provided for.
- 2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

- No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.
- 4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.
- 5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.
- 6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

- 10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.
- 11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.
- 12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

- 14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2018, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.
- 15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2018, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2018, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have cau executed by their duly authorized officers.	used this Agreement to be
Executed thisday ofday of	2013.
ATTEST:  City Clerk Donesia L. Gause, CMC  APPROVED AS TO FORM:  City Attorney	City of Carson  Mayor Jim Dear
Ву	Filey - Homenan, Board of Supervisors
ATTEST:  SACHI A. HAMAI  Executive Officer/Clerk of the Board of Supervisors  By a Chelle Ametheman  Deputy	I fresely certify that pursuant to Section 25103 of the Government Code delivery of this document has been med SACHIA. HAMAI Executive Officer Clerk of the Board of Supervisors a Chella Smithetim
APPROVED AS TO FORM:  JOHN F. KRATTLI  County Counsel  By behave many many many many many many many many	ADOPTEL BOARD OF SUPERVISORS COUNTY OF LOS AMSELS  JUN 0 4 2013  JUN 0 4 2013  ACHI A. HAMAI EXECUTIVE OFFICEF

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# GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2013, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Claremont, hereinafter referred to as the "City."

#### RECITALS:

- (a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.
- (b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.
- (c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, et seq., of the Government Code.

# THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- The County agrees, through its officers and employees, to perform those
   City functions, which are hereinafter provided for.
- 2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

- No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.
- 4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.
- 5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.
- 6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

- 10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.
- 11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.
- 12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

- 14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2018, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.
- 15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2018, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2018, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

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IN WITNESS WHEREOF, the parties her executed by their duly authorized officers.	eto have caused this Agreement to be
Executed thisday ofday	2013.
	The City of Claremont
	By Of Abricle Mayor
ATTEST:	
City Clerk	THE COUNTY OF LOS ANGELES
By Deputy	By Chairman, Board of Supervisors
ATTEST:  SACHI A. HAMAI Executive Officer/Clerk of the Board of Supervisors  By a Chille Amitheman Deputy	Section 26103 of the Government Coc., delivery of this document has been made.  SACHIA. HAiv  Executive Officer  Clark of the Board of Supervisors  A Chelle Smithern as Deputy
APPROVED AS TO FORM:	ADOPTED BOARD OF SUPERVISORS COUNTY OF LOS MAGRIES
JOHN F. KRATTLI County Counsel	1 9 JUN 0 4 2013
By Behrey Joshil Deputy	SACHI A. HAMAI EXECUTIVE OFFICER

# GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2013, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Gardena, hereinafter referred to as the "City."

#### RECITALS:

- (a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.
- (b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.
- (c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

## THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- The County agrees, through its officers and employees, to perform those
   City functions, which are hereinafter provided for.
- The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

- No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.
- 4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.
- 5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.
- 6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

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- 11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.
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- 15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2018, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2018, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforedescribed period.

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16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers. 19th MARCH Executed this day of 2013. APPROVED AS TO FORM The City of Gardena CITY ATTORNEY Mayor ATTEST: City Clerk THE COUNTY OF LOS ANGELES Deputy I hoseby certify that pursuant to ATTEST:

SACHI A. HAMAI Executive Officer/Clerk of the Board of Supervisors

Deputy

Section 25103 of the Government Cerus delivery of this document has been made.

SACHIA. HAWAI Executive Officer Cherts of the Board of Supervisora

JUN 0 4 2013

JUN 0 4 2013

**EXECUTIVE OFFICER** 

APPROVED AS TO FORM:

JOHN F. KRATTLI County Counsel

# GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2013, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Huntington Park, hereinafter referred to as the "City."

#### RECITALS:

- (a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.
- (b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.
- (c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

# THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- The County agrees, through its officers and employees, to perform those
   City functions, which are hereinafter provided for.
- The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

- No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.
- 4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.
- 5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.
- 6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

- 10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.
- 11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.
- 12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

- 14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2018, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.
- 15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2018, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2018, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

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IN WITNESS WHEREOF, the parties her executed by their duly authorized officers.	reto have caused this Agreement to be
Executed this15thday of	<u>April</u> 2013.
	The City of Huntington Park  By Am Manager  Rene Bobadilla, City Manager
ATTEST:	
City Clerk	THE COUNTY OF LOS ANGELES
By Rocio Martinez, Acting City Clerk	Chairman, Board of Supervisors
ATTEST:  SACHI A. HAMAI Executive Officer/Clerk of the Board of Supervisors  By achelle Amitheman Deputy  JUN 9 4 2013	Section 25103 of the Government Cace, delivery of this document has been smalle.  SACHIA. Have Executive Officer Chart of the Board of Supervisors  a Chelle Amitheman  JUN 0 4 2013
APPROVED AS TO FORM:  JOHN F. KRATTLI County Counsel  By Bahay Jah	ADOPTED BOARD OF SUPERVISORS COUNTY OF 10% MARTIES  JUN 0 4 2013  Suchia A Haman
Deputy	SACHIA. HAMAI

# GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2013, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Irwindale, hereinafter referred to as the "City."

#### RECITALS:

- (a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.
- (b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.
- (c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

# THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- The County agrees, through its officers and employees, to perform those
   City functions, which are hereinafter provided for.
- 2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

- No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.
- No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.
- 5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.
- 6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

- 10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.
- 11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.
- 12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

- 14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2018, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.
- 15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2018, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2018, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties he executed by their duly authorized officers.	
Executed this 4 day of Ju	ne 2013.
	The City of Irwindale  ByA  Mayor
ATTEST:	
City Clerk	THE COUNTY OF LOS ANGELES
By Fama M. Woto Deputy	Chairman, Board of Supervisors
ATTEST:	Section 25103 of the Government Code, delivery of this document has been made.
SACHI A. HAMAI Executive Officer/Clerk of the Board of Supervisors	SACHIA. The Executive Officer Clerk of the Board of Supervisors
By a Chille Smitheiman Deputy	Lachelle Smitheeman
	ADOPIEL
APPROVED AS TO FORM:	BOARD OF SUPERVISORS
JOHN F. KRATTLI County Counsel	JUN 0 4 2013
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## GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2013, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Lakewood, hereinafter referred to as the "City."

#### RECITALS:

- (a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.
- (b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.
- (c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

# THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- The County agrees, through its officers and employees, to perform those
   City functions, which are hereinafter provided for.
- The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

- No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.
- 4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.
- 5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.
- 6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

- 10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.
- 11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.
- 12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

- 14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2018, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.
- 15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2018, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2018, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

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IN WITNESS WHEREOF, the parties here executed by their duly authorized officers.	
Executed thisday ofday of	<u>2</u> 013.
	The City of Lakewood
	By A Mayor
ATTEST:  A Ship Republicand  City Clerk	THE COUNTY OF LOS ANGELES
By Deputy	Chairman, Board of Supervisors
ATTEST:	I heavily certify that pursuant to Section 25103 of the Government Coastellivery of this document has been made.
SACHI A. HAMAI Executive Officer/Clerk of the Board of Supervisors	SACHIA. FILE Executive Office Clark of the Board of Supervisors
By a Chelle Smitheeman Deputy	a Chille Ami Anderman
	ADOPTED
APPROVED AS TO FORM:	BOARD OF SUPERVISORS COUNTY OF LOCAL STREET
JOHN F. KRATTLI County Counsel	1 9 3 JIIN 0 4 2013
By John John	SACHI A. HAMAI EXECUTIVE OFFICER

### **GENERAL SERVICES AGREEMENT**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2013, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Palmdale, hereinafter referred to as the "City."

#### RECITALS:

- (a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.
- (b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.
- (c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

## THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- The County agrees, through its officers and employees, to perform those
   City functions, which are hereinafter provided for.
- 2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

- No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.
- 4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.
- 5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.
- 6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

- 10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.
- 11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.
- 12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

- 14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2018, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.
- 15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2018, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2018, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

IN WITNESS WHEREOF, the parties here executed by their duly authorized officers.	eto have caused this Agreement to be
Executed thisday ofday	2013.
APPROVED AS TO FORM  BY Luck Jen Hun  Wm. M. Ditzhazy  Palmitala City Attorney	The City of Palmdale  By  Mayor
ATTEST:	
City Clerk	THE COUNTY OF LOS ANGELES
By City Clear	Chairman, Board of Supervisors
ATTEST:  SACHI A. HAMAI Executive Officer/Clerk of the Board of Supervisors  By a Chelle Smitheman	Section 25103 of the Government Code, delivery of this document has been made.  SACHIA. how.  Executive Office: Clark of the Board of Supendaces.  Park of the Board of Supendaces.
Deputy	ADOPTED
APPROVED AS TO FORM:  JOHN F. KRATTLI  County Counsel  BybdnsAmbul	BOARD OF SUPERVISORS COUNTY OF LOS AMORLES  JUN 0 4 2013  SACHI A. HAMAI EXECUTIVE OFFICER
Deputy	No.

### **GENERAL SERVICES AGREEMENT**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2013, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Rancho Palos Verdes, hereinafter referred to as the "City."

#### RECITALS:

- (a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.
- (b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.
- (c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, et seq., of the Government Code.

# THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- The County agrees, through its officers and employees, to perform those
   City functions, which are hereinafter provided for.
- 2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

- No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.
- 4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.
- 5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.
- 6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

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For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

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- 11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.
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- 15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2018, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2018, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

executed by their duly authorized officers.	ereto have caused this Agreement to be
Executed thisday of	ne2013.
	The City of Rancho Palos Verdes
ATTEST: Carla Morreale	By Susan Brook
City Clerk	THE COUNTY OF LOS ANGELES
By Deputy	By Mark Rulley - Home Chairman, Board of Supervisors
ATTEST:  SACHI A. HAMAI Executive Officer/Clerk of the Board of Supervisors  By achelle Ami Therman Deputy	Seeson 26103 of the Government Code, collivery of this document has been made.  SACHIA. Have Executive Officer Clerk of the Board of Supervisore  Tachelle Amethors and began the been seed to be been to be be been to be b
APPROVED AS TO FORM:  JOHN F. KRATTLI  County Counsel	ADOPTED BOARD OF SUPERVISORS COUNTY OF LOS CHASELPS
By bully Johnson	JUN 0 4 2013

#### GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2013, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Rolling Hills Estates, hereinafter referred to as the "City."

#### RECITALS:

- (a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.
- (b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.
- (c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

## THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- The County agrees, through its officers and employees, to perform those
   City functions, which are hereinafter provided for.
- 2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

- No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.
- 4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.
- 5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.
- 6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

- 10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.
- 11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.
- 12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

- 14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2018, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.
- 15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2018, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2018, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

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IN WITNESS WHEREOF, the parties here executed by their duly authorized officers.	eto have caused this Agreement to be
Executed this 4th day of Jun	2013.
	The City of Rolling Hills Estates
	By Mayor Mayor
ATTEST:	
City Clerk	THE COUNTY OF LOS ANGELES
By May Co-C Deputy	By Chairman, Board of Supervisors
ATTEST:  SACHI A. HAMAI Executive Officer/Clerk of the Board of Supervisors  By achelle Amitheman Deputy	Section 25103 of the Government Coca, all very of this document has been made.  SACHIA. HARVALE Executive Officer Chark of the Board of Supervisore  Chark of the Board of Supervisore  Chark of the Board of Supervisore
APPROVED AS TO FORM:	
JOHN F. KRATTLI County Counsel	ADOPIEU BOARD OF SUPERVISORS
By Behan Jashilan Deputy	1 9 JUN 0 4 2013
	Sachi a Hamai
6 of 6	SACHI A. HAMAI EXECUTIVE OFFICEP

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#### RECITALS:

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IN WITNESS WHEREOF, the parties her executed by their duly authorized officers.	reto have caused this Agreement to be
Executed thisday of	<u>2013.</u>
ATTEST:	The City of Santa Clarita  By  Mayor
City Clerk	THE COUNTY OF LOS ANGELES
By Deputy	By Chairman, Board of Supervisors
ATTEST:  SACHI A. HAMAI Executive Officer/Clerk of the Board of Supervisors  By a Chille Amitheem an Deputy	Section 25103 of the Government Case of Case of Case of the Government Case of Case of Case of the Government Case of
APPROVED AS TO FORM:  JOHN F. KRATTLI  County Counsel	ADOPTED BOARD OF SUPERVISORS COUNTY OF LOS ANSELES
By Behry Jallo Deputy	Suchi a. Hamai
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